

# HOUSE BILL No. 1052

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 32-1-7; IC 32-1-8; IC 32-7-5-12; IC 32-11-1.5-8.

**Synopsis:** Various property matters. Specifies that if a rental agreement is terminated, the security deposit must be returned to the tenant within 45 days after the termination of the rental agreement. Removes a prohibition against appealing the decision of a court in eminent domain proceedings involving municipalities when the court rehears the matter of the assessment de novo and confirms, lowers, or increases the assessment. Repeals provisions restricting the rights of aliens to hold and convey property in Indiana.

**Effective:** July 1, 2002.

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January 8, 2002, read first time and referred to Committee on Rules and Legislative Procedures.

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Introduced

Second Regular Session 112th General Assembly (2002)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2001 General Assembly.

## HOUSE BILL No. 1052

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A BILL FOR AN ACT to amend the Indiana Code concerning property.

*Be it enacted by the General Assembly of the State of Indiana:*

1       SECTION 1. IC 32-7-5-12 IS AMENDED TO READ AS  
2       FOLLOWS [EFFECTIVE JULY 1, 2002]: Sec. 12. (a) ~~Upon~~  
3       ~~termination of~~ **If a rental agreement is terminated**, all of the security  
4       deposit held by the landlord shall be returned to the tenant, except for  
5       any amount applied to:  
6               (1) the payment of accrued rent;  
7               (2) the amount of damages that the landlord has or will reasonably  
8               suffer by reason of the tenant's noncompliance with law or the  
9               rental agreement; and  
10              (3) unpaid utility or sewer charges that the tenant is obligated to  
11              pay under the rental agreement;  
12       all as itemized by the landlord in a written notice delivered to the  
13       tenant together with the amount due within forty-five (45) days after  
14       termination of the rental agreement and delivery of possession. The  
15       landlord is not liable under this chapter until supplied by the tenant in  
16       writing with a mailing address to which to deliver the notice and  
17       amount prescribed by this subsection. Unless otherwise agreed, the

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1 tenant is not entitled to apply a security deposit to rent.

2 (b) If the landlord fails to comply with subsection (a), the tenant  
3 may recover all of the security deposit due the tenant and reasonable  
4 attorney's fees.

5 (c) This section does not preclude the landlord or tenant from  
6 recovering other damages to which either is entitled.

7 (d) The owner of the dwelling unit at the time of the termination of  
8 the rental agreement is bound by this section.

9 SECTION 2. IC 32-11-1.5-8 IS AMENDED TO READ AS  
10 FOLLOWS [EFFECTIVE JULY 1, 2002]: Sec. 8. (a) The appeal may  
11 be taken by filing an original complaint in the court against the  
12 municipality within the time named, setting forth the action of the  
13 works board with respect to the assessment and stating the facts relied  
14 upon as showing an error on the part of the board. The court shall  
15 rehear the matter of the assessment de novo and confirm, lower, or  
16 increase the assessment. If the court reduces the amount of benefit  
17 assessed or increases the amount of damages awarded, the plaintiff may  
18 recover costs, otherwise not. ~~The judgment of the court is conclusive,~~  
19 ~~and no appeal may be taken.~~

20 (b) If upon appeal the benefits assessed or damages awarded by the  
21 works board are diminished or increased, the municipality may, upon  
22 the payment of costs, discontinue the proceedings. It may also, through  
23 the works board, make and adopt an additional assessment against all  
24 the property originally assessed in the proceeding, or that part that is  
25 benefited, in the manner provided for the original assessment.  
26 However, such an assessment against any one (1) piece of property may  
27 not exceed ten percent (10%) of the original assessment against it. In  
28 addition, if the municipality decides to discontinue the proceedings  
29 upon payment of costs and if assessments for benefits have already  
30 been paid, the amounts paid shall be paid back to the person or persons  
31 paying them.

32 SECTION 3. THE FOLLOWING ARE REPEALED [EFFECTIVE  
33 JULY 1, 2002]: IC 32-1-7; IC 32-1-8.

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